

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
Citicorp USA, Inc.	02/05/2010

RECEIVING PARTY DATA	
Name:	Affiliated Computer Services, Inc.
Street Address:	2828 N. Haskell Ave.
City:	Dallas
State/Country:	TEXAS
Postal Code:	75204

PROPERTY NUMBERS Total: 25

Property Type	Number
Patent Number:	7362902
Patent Number:	5758341
Patent Number:	5772172
Patent Number:	6038553
Patent Number:	5946669
Patent Number:	6119107
Patent Number:	6567821
Patent Number:	7225155
Patent Number:	7809638
Patent Number:	7752131
Patent Number:	7739195
Patent Number:	7072909
Patent Number:	7752127
Patent Number:	7788173
Application Number:	10379733

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Application Number:	10437997
Patent Number:	7774273
Patent Number:	7587434
Application Number:	10804455
Patent Number:	7617120
Patent Number:	7668407
Patent Number:	7765549
Patent Number:	7489818
Patent Number:	7730066
Patent Number:	8108224

CORRESPONDENCE DATA

Fax Number: 2145845525

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-584-5367

Email: tom.hilbun@xerox.com

Correspondent Name: Thomas Hilbun

Address Line 1: 2828 North Haskell Ave

Address Line 2: Building 1, Floor 9

Address Line 4: Dallas, TEXAS 75204

ATTORNEY DOCKET NUMBER:	RELEASE CITI LIENS
NAME OF SUBMITTER:	Thomas Hilbun
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 16

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Citicorp USA, Inc.
Global Loans Support Services
Two Penns Way, Suite 200
New Castle, Delaware 19720

February 5, 2010

BY EMAIL AND FACSIMILE

AFFILIATED COMPUTER SERVICES, INC.
2828 North Haskell Avenue
Dallas, Texas 75204
Attention: Treasurer

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of March 20, 2006, among Affiliated Computer Services, Inc., a Delaware corporation (the "Company"), ACS Commercial Solutions, Inc., a Nevada corporation, ACS Education Services, Inc., a Delaware corporation, ACS Enterprise Solutions, Inc., a Delaware corporation, ACS HR Solutions, LLC, a Pennsylvania limited liability company, ACS Outsourcing Solutions, Inc., a Michigan corporation, ACS State & Local Solutions, Inc., a New York corporation, ACS State Healthcare, LLC, a Delaware limited liability company, ACS TradeOne Marketing, Inc., a Delaware corporation, Buck Consultants, LLC, a Delaware limited liability company, ACS Worldwide Lending Limited, a limited company organized under the laws of England and Wales with registered number 05470127 (the "U.K. Borrower"), and each other Subsidiary Borrower (as defined therein) party thereto from time to time, the Lenders and Issuers from time to time party thereto (the "Lenders") and Citicorp USA, Inc. ("Citicorp"), as agent for the Existing Lenders (the "Agent") (as from time to time amended and restated, supplemented or otherwise modified to the date hereof, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the Credit Agreement.

In connection with (i) the proposed repayment in whole of the outstanding principal amount of the Revolving Loans, Swing Loans and Term Loans outstanding under the Credit Agreement on February 5, 2009 (the "Payment Date"), together with any and all accrued interest and fees due under the Credit Agreement to the Payment Date (excluding all contingent Reimbursement Obligations and other Letter of Credit Obligations, owing by the Company and the other Loan Parties with respect to the Letters of Credit issued by Citibank, N.A. under the Credit Agreement which are identified on Schedule 1 hereto (the "Citibank Continuing Letters of Credit") and the Letters of Credit issued by Wells Fargo Bank, National Association, under the Credit Agreement, which are identified on Schedule 1 hereto (the "Wells Fargo Continuing Letters of Credit"; the Citibank Continuing Letters of Credit and the Wells Fargo Continuing Letters of Credit are collectively referred to herein as the "Continuing Letters of Credit") and (ii)

the termination in whole all Commitments of the Lenders under the Credit Agreement on the Payment Date.

In our capacity as the Agent, we are providing this letter to you in connection with such proposed repayment, satisfaction and termination of all Obligations (other than the Surviving Obligations (hereinafter defined)) of the Company and the other Loan Parties under the Credit Agreement and the other Loan Documents (collectively, the "Secured Obligations") in order to set forth the amount of the Secured Obligations required to be paid and the arrangements that must be made with respect to the Continuing Letters of Credit on February 5, 2010 to implement such settlement and satisfaction.

The following Secured Obligations are outstanding under the Credit Agreement and the other Loan Documents as of February 5, 2010, in an aggregate amount of \$1,735,103,305.98 (the "Payoff Amount"):

Primary Revolving Loan Principal/Interest	\$ 0.00
Multicurrency Revolving Loan Principal/Interest	\$ 0.00
Term Loan Principal/Interest	\$ 1,734,385,181.13
Unused Commitment Fees	\$ 336,118.84
L/C Fees	\$ 88,725.74
L/C Issuance Fees	\$ 7,098.06
Professional Fees and Disbursements	\$ 49,000.00
Administrative Fees	\$ 0.00
Estimated Breakage Costs	\$ 237,182.21

Please note that the amounts set forth above which comprise the Payoff Amount assume that no further extension of credit (or repayment of any Loans) will be made under the Credit Agreement after the date of this letter. The Agent will return the unused portion of the Payoff Amount related to Estimated Breakage Costs to the Company after it has received calculations from the Lenders of the amounts thereof for which the Company is required to indemnify the Lenders pursuant to Section 2.14(e) of the Credit Agreement and such amounts have been transferred to the Lenders.

Payment of the Payoff Amount shall be made by wire transfer (together with notification to the Agent of the applicable federal funds wire reference number) of immediately available funds to:

Citicorp USA, Inc.
ABA: 021000089
For credit to Account No.: 36852248
Account Name: Agency Medium term Finance
Reference: ACS

Attention: Global Loans/ Agency In addition to the outstanding Loans to the Borrowers, the Issuers have issued and currently have outstanding the Continuing Letters of Credit with respect to which the Company has potential reimbursement obligations. The aggregate stated face and unexpired amounts of such outstanding Continuing Letters of Credit on February 5, 2010, assuming no change from such amounts as of the date of this letter, is set forth

on Schedule 1 (the “Outstanding LC Amount”). It is understood that the Company, on or prior to the Effective Date (as defined below), will (i) with respect to the Wells Fargo Continuing Letters of Credit, enter into a separate reimbursement and letter of credit facility with Wells Fargo Bank, National Association (the “Wells Fargo LC Facility”) pursuant to which Xerox Corporation will, among other things, assume the obligations of the Loan Parties owed to Wells Fargo Bank, National Association, as Issuer, under the Wells Fargo Continuing Letters of Credit and (ii) with respect to the Citibank Continuing Letters of Credit, obtain a back-stop letter of credit from Citibank, N.A. satisfactory to the Agent and the Issuer of the Citibank Continuing Letters of Credit, with a stated face amount equal to the portion Outstanding LC Amount allocable to Citibank Continuing Letters of Credit (the “Citibank Back-up LC”), to secure the reimbursement obligations of the Company with respect to the outstanding Citibank Continuing Letters of Credit.

This letter confirms that effective as of the time and Business Day upon which Agent has received each of (i) the Payoff Amount, (ii) evidence reasonably satisfactory to the Agent that the Wells Fargo LC Facility has closed, and (iii) evidence reasonably satisfactory to the Agent that the Citibank Back-Up LC has been issued (such day and time being referred to as the “Effective Date”):

- (a) all indebtedness of the Borrowers for credit extended under the Credit Agreement (other than the contingent reimbursement obligations of the Loan Parties or their respective successors owed to Wells Fargo Bank, National Association and Citibank, N.A., respectively, with respect to their respective Continuing Letters of Credit) shall be fully paid and discharged;
- (b) all commitments to make loans or otherwise extend credit to the Borrowers under the Credit Agreement shall be terminated;
- (c) all other obligations of the Loan Parties under the Loan Documents shall be released and discharged, except for those that are specified in the Credit Agreement or any of the Loan Documents as surviving repayment of the obligations under such Loan Document or that respective agreement’s termination, which shall, as so specified, survive without prejudice and remain in full force and effect (including, without limiting the generality of the foregoing, *Sections 2.4 (Letters of Credit)* (except that no new Letter of Credit shall be Issued under the Credit Agreement after the date hereof), *2.12(b) (Letter of Credit Fees)*, *11.3 (Costs and Expenses)* and *11.4 (Indemnities)* of the Credit Agreement) (collectively, the “Surviving Obligations”);
- (d) the Liens created by the Collateral Documents with respect to the Collateral shall be released and discharged upon the occurrence of the Effective Date; and
- (e) following the occurrence of the Effective Date, the Agent will execute and deliver to the Company any and all documents as the Company reasonably requests in order to evidence or otherwise give public notice of such terminations and releases (provided that any and all reasonable expenses relating to the preparation, execution, delivery and/or recordation of any such terminations and releases (and all documentation with respect thereto), including any counsel fees, shall be paid by the Borrowers), and the Agent hereby authorizes the Company from time to time as of and following the date hereof to file the aforementioned documents, terminations and releases.

In the event that the Effective Date has not occurred by close of business on February 5, 2010, this letter shall expire, and shall be of no further force and effect.

This letter shall become effective only when signed by the Agent and accepted by each Borrower and each of Wells Fargo Bank, National Association and Citibank, N.A., in their respective capacities as issuers of the Continuing Letters of Credit, in the space provided below. Delivery of an executed signature page of this letter by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

THIS LETTER SHALL BE GOVERNED BY AND CONSTRUED IN
ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Very truly yours,

CITICORP USA, INC., as Agent

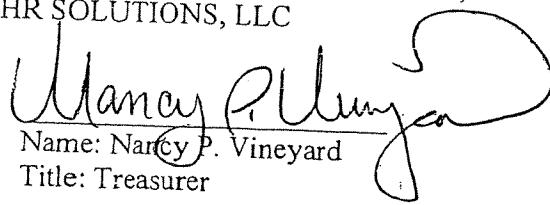
By:

Name: JAMES M. WALSH
Title: Managing Director
212-818-8747

Accepted and Agreed to:

AFFILIATED COMPUTER SERVICES, INC.,
ACS EDUCATION SERVICES, INC.,
ACS TRADEONE MARKETING, INC.,
ACS STATE HEALTHCARE, LLC,
ACS ENTERPRISE SOLUTIONS, INC.,
ACS OUTSOURCING SOLUTIONS, INC.,
ACS STATE & LOCAL SOLUTIONS, INC.,
ACS COMMERCIAL SOLUTIONS, INC.,
ACS HR SOLUTIONS, LLC

By:



Nancy P. Vineyard

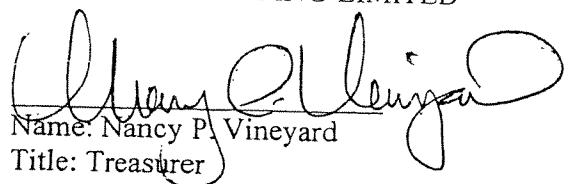
Name: Nancy P. Vineyard

Title: Treasurer

Accepted and Agreed to:

ACS WORLDWIDE LENDING LIMITED

By:



Name: Nancy P. Vineyard

Title: Treasurer

Accepted and Agreed to:

BUCK CONSULTANTS, LLC

By:

Karl Lohwater

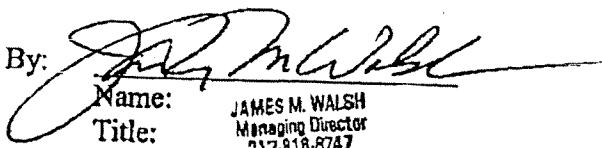
Name: Karl Lohwater

Title: VP & Secretary

Acknowledged and Agreed to:

CITIBANK, N.A., as Issuer

By:



Name: JAMES M. WALSH
Title: Managing Director
212-818-8747

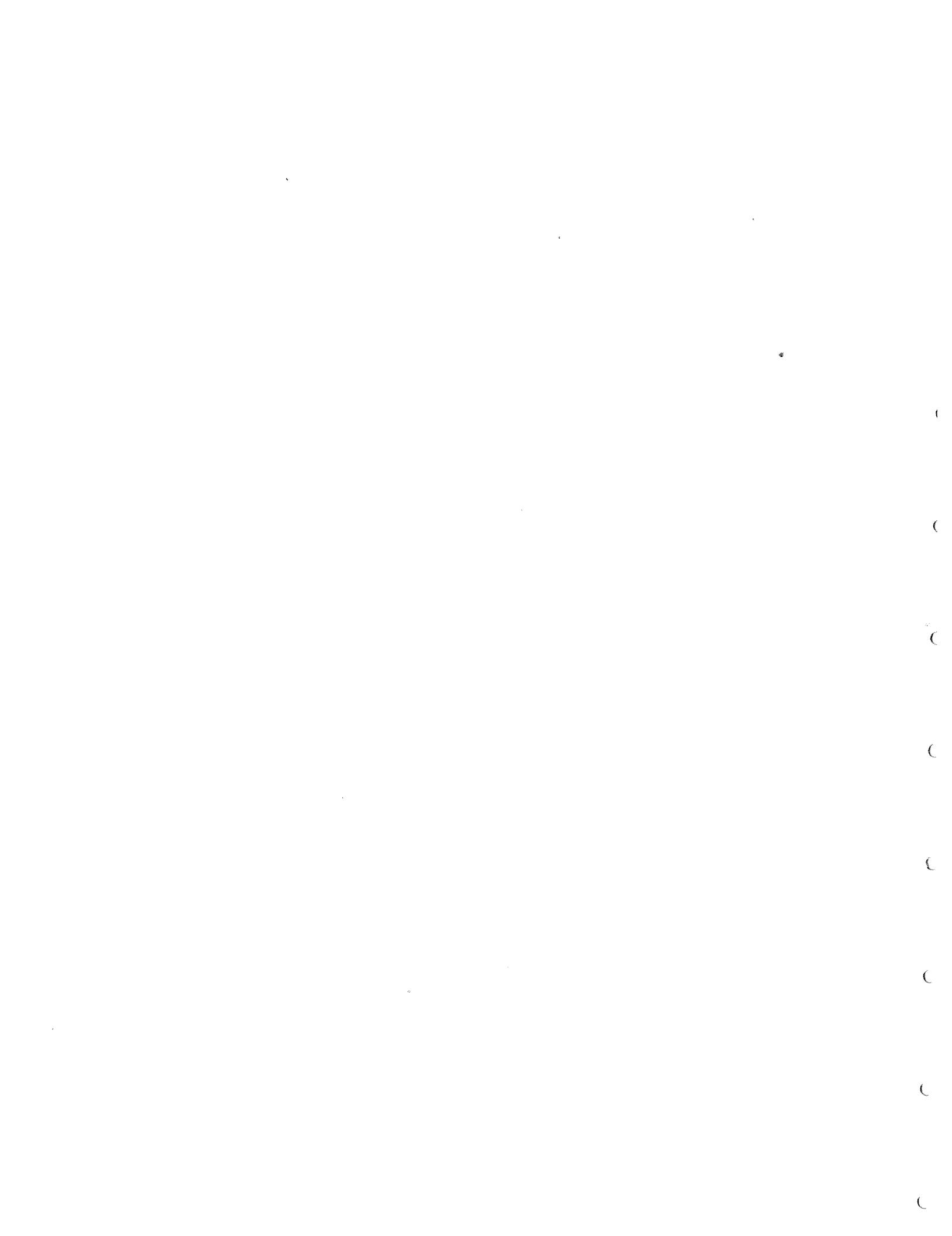
Acknowledged and Agreed to:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Issuer

By: 

Name: Steve Melton

Title: Senior Vice President



SCHEDULE 1

LETTERS OF CREDIT

Citibank Continuing Letters of Credit

Applicant	Issuer	LC #	Issue Date	Expiration Date	Next Renewal / Expiration Date	Current Undrawn and Unexpired Amount	Beneficiary
ACS SOLUTIONS PERU, S.A.	CITIBANK, N.A.	63650837	5/12/2009	6/15/2012	6/15/2012	\$12,577,882	Citi del Peru, SA
AFFILIATED COMPUTER SERVICES, INC.	CITIBANK, N.A	63650893	5/18/2009	6/15/2012	6/15/2012	\$1,500,000	The National Commerce Bank, Jeddah Saudi Arabia
AFFILIATED COMPUTER SERVICES, INC.	CITIBANK, N.A	61649656	5/16/2006	6/30/2010	6/30/2010	EUR 150,000	The Municipality of the Hague
AFFILIATED COMPUTER SERVICES, INC	CITIBANK, N.A	63653077	12/16/2009	7/22/2010	7/22/2010	INR 10,000,000	Citi NA New Delhi
AFFILIATED COMPUTER SERVICES, INC.	CITIBANK, N.A	63652038	9/2/2009	10/6/2011	10/6/2011	SGD 30,000	Citi NA Singapore
AFFILIATED COMPUTER SERVICES, INC.	CITIBANK, N.A	63651503	7/16/2009	3/16/2010	3/16/2010	CLF 5,951	Banco de Chile

Wells Fargo Continuing Letters of Credit

Applicant	Issuer	LC #	Issue Date	Current Expiry Date	Next Renewal / Expiration Date	Current Undrawn and Unexpired Amount	Beneficiary
ETRAVELEXPE RTS LLC	Wells Fargo Bank, National Association	NZS480442	4/22/2003	4/22/2010	4/22/2011 (unless notice of nonrenewal is given 60 days prior to expiry date)	\$20,000	AIRLINES REPORTING CORPORATION

Applicant	Issuer	LC #	Issue Date	Current Expiry Date	Next Renewal / Expiration Date	Current Undrawn and Unexpired Amount	Beneficiary
AFFILIATED COMPUTER SERVICES, INC.	Wells Fargo Bank, National Association	NTS426616	1/15/2002	1/11/2011	1/11/2012 (unless notice of nonrenewal is given 60 days prior to expiry date)	\$4,000,000	GEORGIA DEPARTMENT OF COMMUNITY HEALTH
AFFILIATED COMPUTER SERVICES, INC.	Wells Fargo Bank, National Association	NTS426614	1/15/2002	1/11/2011	1/11/2012 (unless notice of nonrenewal is given 60 days prior to expiry date)	\$18,000,000	GEORGIA DEPARTMENT OF COMMUNITY HEALTH
AFFILIATED COMPUTER SERVICES, INC.	Wells Fargo Bank, National Association	NTS462899	11/4/2002	11/1/2010	11/1/2011 (unless notice of nonrenewal is given 30 days prior to expiry date)	\$25,000	AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.
ACS STATE & LOCAL SOLUTIONS, INC.	Wells Fargo Bank, National Association	NZS508389	12/31/2003	1/1/2011	1/1/2012 (unless notice of nonrenewal is given 60 days prior to expiry date)	\$2,500,000	BAY AREA TOLL AUTHORITY
AFFILIATED COMPUTER SERVICES, INC.	Wells Fargo Bank, National Association	NZS241778	1/4/1996	5/17/2010	5/17/2011 (unless notice of nonrenewal is given 30 days prior to expiry date)	\$163,250	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURG, PA AND/OR AMERICAN HOME ASSURANCE COMPANY THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
AFFILIATED COMPUTER SERVICES, INC.	Wells Fargo Bank, National Association	NZS242118	9/20/1996	5/17/2010	5/17/2011 (unless notice of nonrenewal is given 30 days prior to expiry date)	\$34,563.66	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURG, PA AND/OR AMERICAN HOME ASSURANCE COMPANY THE INSURANCE

Applicant	Issuer	LC #	Issue Date	Current Expiry Date	Next Renewal / Expiration Date	Current Undrawn and Unexpired Amount	Beneficiary
							COMPANY OF THE STATE OF PENNSYLVANIA
							COMMERCE AND INDUSTRY INSURANCE COMPANY
							AIU INSURANCE COMPANY
							BIRMINGHAM FIRE INSURANCE COMPANY OF PENNSYLVANIA
							ILLINOIS NATIONAL INSURANCE COMPANY
							AMERICAN GLOBAL INSURANCE COMPANY
							NATIONAL UNION FIRE INSURANCE COMPANY OF LOUISIANA
							LANDMARK INSURANCE COMPANY
AFFILIATED COMPUTER SERVICES, INC.	Wells Fargo Bank, National Association	NZS306138	8/17/1998	5/13/2010	5/13/2011 (unless notice of nonrenewal is given per requirements of LC)	\$176,000	CONTINENTAL CASUALTY COMPANY
AFFILIATED COMPUTER SERVICES, INC.	Wells Fargo Bank, National Association	NZS367949	9/20/2000	5/17/2010	5/17/2011 (unless notice of nonrenewal is given 30 days prior to expiry date)	\$1,000,000	PACIFIC EMPLOYERS INSURANCE COMPANY
AFFILIATED COMPUTER SERVICES, INC.	Wells Fargo Bank, National Association	NZS406677	8/8/2001	5/17/2010	5/17/2011 (unless notice of nonrenewal is given 30 days prior to expiry date)	\$1,392,299	PACIFIC EMPLOYERS INSURANCE COMPANY ACE AMERICAN INSURANCE COMPANY

Applicant	Issuer	LC #	Issue Date	Current Expiry Date	Next Renewal / Expiration Date	Current Undrawn and Unexpired Amount	Beneficiary
							INDEMNITY COMPANY OF NORTH AMERICA
AFFILIATED COMPUTER SERVICES, INC.	Wells Fargo Bank, National Association	NTS452578	8/9/2002	8/9/2010	8/9/2011 (unless notice of nonrenewal is given 30 days prior to expiry date)	\$1,566,919	PACIFIC EMPLOYERS INSURANCE COMPANY ACE AMERICAN INSURANCE COMPANY INDEMNITY COMPANY OF NORTH AMERICA
AFFILIATED COMPUTER SERVICES, INC.	Wells Fargo Bank, National Association	NTS487104	6/19/2003	6/20/2010	6/20/2011 (unless notice of nonrenewal is given 90 days prior to expiry date)	\$1,100,000	THE TRAVELERS INDEMNITY COMPANY
AFFILIATED COMPUTER SERVICES, INC.	Wells Fargo Bank, National Association	NTS550928	8/11/2005	8/11/2010	8/11/2011 (unless notice of nonrenewal is given 60 days prior to expiry date)	\$6,256,927	ACE AMERICAN INSURANCE COMPANY PACIFIC EMPLOYERS INSURANCE COMPANY INDEMNITY COMPANY OF NORTH AMERICA
AFFILIATED COMPUTER SERVICES, INC.	Wells Fargo Bank, National Association	NTS556203	10/25/2005	7/31/2010	7/31/2011 (unless notice of nonrenewal is given 60 days prior to expiry date)	\$1,000,000	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
ASCOM TRANSPORT SYSTEMS, INC.	Wells Fargo Bank, National Association	NZS560831	12/23/2005	11/17/2010	11/17/2011 (unless notice of nonrenewal is given 45 days prior to expiry date)	\$1,109,673	METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY
AFFILIATED COMPUTER SERVICES, INC.	Wells Fargo Bank, National Association	NTS600977	7/16/2007	1/16/2011	final expiry date: 1/16/2012	\$1,000,000	COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF LABOR AND INDUSTRY

Applicant	Issuer	LC #	Issue Date	Current Expiry Date	Next Renewal / Expiration Date	Current Undrawn and Unexpired Amount	Beneficiary
AFFILIATED COMPUTER SERVICES, INC.	Wells Fargo Bank, National Association	NTS603103	8/15/2007	9/6/2010	9/6/2011 (unless notice of nonrenewal is given 30 days prior to expiry date) [final expiry date: 3/19/2012]	EUR 153,827 *dollar equivalent equaled \$217,686.18 as of 2/3/2010	HSBC BANK MALTA PLC (Ultimate Beneficiary Government of Malta)
ACS STATE & LOCAL SOLUTIONS, INC.	Wells Fargo Bank, National Association	NTS635130	1/29/2009	2/1/2011	2/1/2012 (unless notice of nonrenewal is given 30 days prior to expiry date)	\$8,000,000	NYS OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE
AFFILIATED COMPUTER SERVICES, INC.	Wells Fargo Bank, National Association	NZS655143	2/2/2010	2/1/2011	2/1/2012 (unless notice of nonrenewal is given per requirements of LC)	\$6,514.000	ACE AMERICAN INSURANCE COMPANY PACIFIC EMPLOYERS INSURANCE COMPANY INDEMNITY COMPANY OF NORTH AMERICA